



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

April 13, 1998

SUBJECT: DRAFT REQUEST FOR PROPOSALS (DRFP) FOR PATENT DATA CAPTURE
SERVICES

DRFP NO.: 52-PAPT-8-00007

Notice to Prospective Offerors:

The United States Patent and Trademark Office (PTO), Office of Patent Publication, seeks to award a contract to acquire a variety of products. This contract will provide the PTO and its customers with continued and improved patent data capture products as well as incorporate options for additional requirements or services.

The purposes of this Draft Request for Proposals (DRFP) are to notify industry of the PTO's requirement for patent data capture services, to engage in an open exchange of ideas, comments, and suggestions with the PTO Patent Data Capture (PDC) Project Team, and to invite input from industry on potential performance risks and measures and competition barriers. This DRFP is NOT a formal solicitation for proposals.

The PTO PDC Project Team invites industry to provide input by submitting questions and/or comments electronically to the PDC e-mail address, "PaDaCap@uspto.gov". Government responses to questions that will benefit all interested parties will be posted at the PDC Project Web-site at "<http://www.uspto.gov/go/proc/conops/pto/pdc/pdc.htm>". No information concerning this solicitation or requests for clarification will be provided in response to telephone calls from offerors.

The DRFP cites numerous technical references which have not been provided at this time. In an effort to reduce Government costs, the PTO PDC Project Team respectfully requests that interested parties review the DRFP in its entirety before requesting copies of the technical references. To ensure that receipt of the technical references occurs in ample time to allow for preparation of proposals in response to any subsequent RFP, the deadline for requests for technical references shall be submitted no later than April 27, 1998. Requests for the technical references shall be submitted electronically by e-mail to "PaDaCap@uspto.gov" and shall contain the mailing address, company name, point of contact, and telephone number of the requester.

DRAFT

PART I - THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM

DRAFT

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES AND PRICES/COSTS

LINE ITEM	DESCRIPTION	UNIT	BASE YEAR*	OPTION YEAR 1*	OPTION YEAR 2*	OPTION YEAR 3*	OPTION YEAR 4*
001AA	Initial Data Capture of Utility Applications	Each					
001AB	Initial Data Capture of Reissue Applications						
001AC	Initial Data Capture of Statutory Invention Registrations (SIR)	Each					
001AD	Initial Data Capture of Design Applications	Each					
001AE	Initial Data Capture of Plant Applications	Each					
001AF	Initial Data Capture of Reexamination Certificates	Each					
002AA	Final Data Capture of Utility Patents	Each					
002AB	Final Data Capture of Reissue Patents	Each					
002AC	Final Data Capture of Statutory Invention Registrations (SIR)	Each					
002AD	Final Data Capture of Design Patents	Each					
002AE	Final Data Capture of Plant Patents	Each					
002AF	Final Data Capture of Reexamination Certificates	Each					
003	Patent PostScript® File for Printing	Each					
004	Patent PostScript® File for Microfilm	Each					
005	Patent Official Gazette (OG) PostScript® File	Pages					
006	Patent Official Gazette Notices File	Pages					
007	Annual Indices (Parts I and II) PostScript® File	Each					
008	Patent Data/SGML File	Each					
009	Patent Image File	Each					
010	Cumulative Lists for Reissue Applications Filed and Requests for Reexamination Filed	Pages					

PERIOD OF PERFORMANCE

Base Year: Effective Date of Award through 12 months thereafter

Option Year 1: 13th month through 24th month

Option Year 2: 25th month through 36th month

Option Year 3: 37th month through 48th month

Option Year 4: 49th month through 60th month

B.2 CONTRACT VOLUME ESTIMATES

The quantities listed below are the Government's best estimates of its requirements for the Base and Option Years. The Government does not guarantee that it will order these exact requirements under this contract nor will it be obligated to do so. The Government intends to use this contract as its only source for obtaining the products described herein.

LINE ITEM	DESCRIPTION	UNIT	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4
001AA	Initial Data Capture of Utility Applications	Each	149,600	149,200	156,700	164,600	172,700
001AB	Initial Data Capture of Reissue Applications	Each	300	300	300	300	300
001AC	Initial Data Capture of Statutory Invention Registrations (SIR)	Each	120	120	120	120	120
001AD	Initial Data Capture of Design Applications	Each	13,160	13,600	14,000	14,400	14,800
001AE	Initial Data Capture of Plant Applications	Each	400	400	400	400	400
001AF	Initial Data Capture of Reexamination Certificates	Each	320	320	320	320	320
002AA	Final Data Capture of Utility Patents	Each	145,200	144,900	152,100	159,800	167,700
002AB	Final Data Capture of Reissue Patents	Each	300	300	300	300	300
002AC	Final Data Capture of Statutory Invention Registrations (SIR)	Each	120	120	120	120	120
002AD	Final Data Capture of Design Patents	Each	12,400	12,800	13,260	13,600	14,000
002AE	Final Data Capture of Plant Patents	Each	400	400	400	400	400
002AF	Final Data Capture of Reexamination Certificates	Each	320	320	320	320	320
003	Patent PostScript® File for Printing	Each	158,740	158,840	166,440	174,540	182,840
004	Patent PostScript® File for Microfilm	Each	158,740	158,840	166,440	174,540	182,840
005	Patent Official Gazette (OG) PostScript® File	Pages	62,400	62,400	65,400	68,600	71,800

LINE ITEM	DESCRIPTION	UNIT	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4
006	Patent Official Gazette Notices File	Pages	2,000	2,000	2,100	2,100	2,200
007	Annual Indices (Parts I and II) PostScript® File	Each	158,740	158,840	166,440	174,540	182,840
008	Patent Data/SGML File	Each	158,740	158,840	166,440	174,540	182,840
009	Patent Image File	Each	158,740	158,740	166,440	174,540	182,840
010	Cumulative Lists for Reissue Applications Filed and Requests for Reexamination Filed	Pages	1,100	1,100	1,100	1,100	1,100

B.3 ESTIMATED PRODUCTION VOLUMES

The PTO will have recurring requirements for the needed products, but the exact quantity will vary depending upon PTO's approval of patent applications granted during each contract year. The contract requires timely production of deliverables on a weekly basis that must be delivered in accordance with a stringent production schedule. Products with unacceptable quality or late delivery impact the PTO's publishing schedule as well as impacting other PTO contracts.

The following volumes are current estimates provided for informational purposes only and do not constitute a commitment from PTO that these will be actual volumes and sizes in the future.

Patents Issued In Fiscal Year 1997:

Utility	111,979
Reissue	277
Design	10,331
Plant	400
SIRs	83
Reexams	335
<i>Total</i>	<i>123,405</i>

Current Size of an Average Utility Patent

Front Page(s)	=>	1.1
Text Pages	=>	6.8
Drawing Pages	=>	6.1

For an issue size of 2,500 utility patents:

Avg. Patent PostScript® Files / issue (for Print and Microfilm Deliverable)	=>	1.8 Mbytes per patent & 4.3 Gbytes per issue
Avg. Patent O.G. PostScript® File / issue	=>	380 Mbytes
Avg. Patent O.G. Notices / issue	=>	350 Kbytes
Avg. Patent Full Text File / issue	=>	105 Mbytes
Avg. Patent Image File / issue	=>	1.3 Gbytes

B.4 START-UP AND TESTING

After contract award, and if deemed necessary, the PTO will provide sample test data to the Contractor for production of test deliverables (see Section F.4). The unit prices set forth in Section B.1 shall be inclusive of all costs associated with start-up and testing.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL

The objective of this contract is to obtain a Contractor capable of furnishing the PTO and its customers with continued and improved patent data capture services covering, but not limited to, the following high quality deliverables from conversion of allowed patent application paper files into electronic format:

1. Patent Postscript file for the printing of individual patent documents
2. Official Gazette Postscript file for the printing of the Patent and Trademark Office Official Gazette
3. Patent Data/SGML file for PTO and customer use
4. Patent image file for PTO and customer use
5. Other related deliverables

The Patent and Trademark Office has made a commitment to significantly decrease the time in which patent applications are undergoing PTO examination and processing. As a result, this contract will undergo a major shift in the timeframe that most patent data is captured as compared to previous contracts for this service. Patent files will now be processed by the contractor immediately after the patent has been allowed, instead of waiting until fee payment, drawings, or other requirements that make the application complete. A second, much smaller, capture effort will take place when the file is complete. The PTO will no longer specify the number of patents in each weekly issue. The Contractor will build and number the issue, using those patent applications available at the appropriate date.

Paper patent application files (i.e., Government Furnished Property (GFP)) will be provided for data preparation and processing of a patent issue. All of the applicable patent text data and drawing(s), including all Complex Work Units (CWUs) such as tables, mathematical formulas and equations, and chemical structures including diagrams, formulas, flowcharts, etc., are contained in the patent application files with the exception of certain biochemical sequence listings which are furnished electronically on a weekly basis. The Contractor is permitted to "rearrange" the papers in a patent application file to facilitate the data preparation work. However, the Contractor shall restore all rearranged papers to the original condition in which the Contractor received them.

The patent application file contains both line drawings and continuous tone drawings. Drawings from the patent application files may have markings or imperfections, such as a date stamp placed on a drawing figure or ink markings. Deliverable products containing drawings are to be free of all imperfections. Plant patents, and rarely utility patents, contain color drawings. Color reproduction is not a responsibility of this contract. Any such drawings shall be delivered as black and white.

When the Government requests the return of the Government Furnished patent application file(s) not later than 12:00 P.M. of any work day, the Contractor shall return such file(s) to the Government not later than 5:00 P.M. the next work day.

The PTO anticipates issuing approximately 3,200 patents for an average issue. It should be noted that even when issue sizes are approximately the same, the volume of characters within the issues may vary significantly. The PTO estimates that the issue size may increase approximately 4% per year.

When a withdrawn patent occurs, the Contractor shall remove that data from any deliverable up until one day before delivery.

Patent applications are required by law (35 U.S.C. 122) to be kept in confidence. As such, the processing of patent application information must be performed in a secure environment.

C.1.1 Technical References

This contract cites and includes the following Technical References. All work described in Section C shall be performed in accordance with the following Technical References:

<u>Technical Reference</u>	<u>Description</u>
1	Processing Utility Patents Under the Data Base System
2	Processing Non-Utility Patent Documents for the Data Base System
3	Patent Data/SGML File Description
4	PTO Patent Image Data File
5	Copies of Issued Patents, Statutory Invention Registration Certificates, and Reexamination Certificates
6	Copy of Official Gazette
7	PTO Official Gazette; Notices Pages, Indices, and Cumulative Lists
8	Numbering the Weekly Issue

C.1.2 Glossary

abstract A short narrative summary of the technical disclosure of a patent application, including that which is new in the art to which the invention pertains. Also known as the "abstract of the disclosure." MPEP 608.01(b) limits the abstract to "a single paragraph within the range of 50 to 250 words." The abstract is printed as part of the bibliographic data on the patent front page.

American Standard Code for Information Interchange (ASCII) A standardized method for representing data when processing by computer systems.

applicant The person who has applied for a patent. In the United States the applicant must be the actual inventor, except when the inventor is deceased, mentally or otherwise incapacitated, refuses to execute an application, or cannot be found after diligent effort. In any case, the application must be made in the name of the inventor.

application The means under 35 U.S.C. 111 by which an applicant requests the grant of a patent. A non-provisional application consists of a specification, an oath or declaration, drawings (when necessary), and the prescribed filing fee. A provisional application consists of a specification, a drawing, and a prescribed filing fee, and is not examined. All patents issue from non-provisional applications.

application file A three-part folder containing papers filed by the applicant in pursuit of a patent grant and papers generated by the PTO during the prosecution of the application. Also called the "file wrapper."

assignee Under 35 U.S.C. 261, an individual, corporate entity, or government entity to whom the inventor has transferred the ownership, in entirety or in part, of his/her invention.

camera-ready copy In the specification, an element—such as a very long computer program listing—which must be photographed or scanned as an image in order to be included in the printed patent.

certificate of correction A document issued by the PTO, the purpose of which is to correct mistakes that appeared in an issued patent. Under 35 U.S.C. 254, a certificate may be issued to correct a mistake made by the PTO. Under 35 U.S.C. 255, a certificate may be issued to correct a mistake made by the applicant.

CFR Code of Federal Regulations, Title 37 of which is "Patents, Trademarks, and Copyrights." 37 CFR contains the patent rules set forth by the PTO and the Department of Commerce.

claim A one-sentence definition or identification that specifically points out and distinctly sets forth the subject matter that the applicant regards as his/her invention or discovery. There must be at least one claim in each application. The claim or claims, according to 35 U.S.C. 112, must "conclude" the specification.

classification A designation which indicates the subject matter of the invention. Each patent is placed in a U.S. classification (class and subclass) and an international classification, plus cross-reference classifications.

complex work unit (CWU) Tables, mathematical formulas and equations, and chemical structures including diagrams, formulas, flowcharts, biochemical sequence listings, etc., that are contained in the patent application files.

date of grant See *issue date*.

declaration A statement signed by the applicant, the content of which is identical to what would be found in an oath, but which differs from an oath in not being notarized, and which under 37 CFR 1.68 may be filed in lieu of an oath. See *oath*.

design patent A patent granted under 35 U.S.C. 171 for a "new, original, and ornamental design for an article of manufacture." The design patent's term under 35 U.S.C. 173 is "fourteen years from the date of grant."

disclosure The presentation of the invention as evidenced by the written matter and drawings—that is, all information in the application, as filed.

drawing Under 35 U.S.C. 113, an illustration that is "necessary for the understanding of the subject matter" of the patent. (Some patents do not have drawings.)

drawing, continuous tone A drawing that contains gray shading variations. It may be a photograph or may be generated by computer or other methods.

drawing, line A drawing composed of black lines in which there may be spaced-line shading or hatching but no gray shading variations.

effective filing date The date the patent application was filed in the U.S., or the date on which the earliest prior related U.S. or international application was filed.

examination The PTO's review under 35 U.S.C. 131 of a non-provisional application to determine the patentability and scope of the invention.

file wrapper See *application file*.

front page The top page of a printed patent, presenting bibliographic data—that is, patent identification data, inventor data, assignee data, classification data, etc., plus abstract and representative drawing, if present. It sometimes happens that one or more additional pages are necessary for the printing of the "front page" data.

government-furnished property (GFP) The property made available by the U.S. government for contract performance.

GPO Government Printing Office.

grant copy The official ribboned copy of the patent, which is mailed to the applicant or assignee on issue day. See *patent grant*.

Index, Annual Part I : LIST OF PATENTEES is a consolidation of all the weekly Patentee Indices printed in the Official Gazette during a given year. In addition to the weekly Patentee Index information, each Annual Index entry also includes the issue date. Part II : SUBJECTS OF INVENTIONS is a consolidation of all the weekly Classification Indices printed in the Official Gazette during a given year.

Index, Classification An index which presents U.S. class numbers in ascending order and which, under each class number, lists the subclass number and patent number of each patent which issued in that class during a given week. The Classification Index appears in the back of each weekly Official Gazette. It is also known as the Subject Index.

Index, Patentee An alphabetical listing of patentees and assignees to whom patents have been issued for a given week appears in the back of each weekly Official Gazette. The Patentee Index includes the following information for each issued patent: inventor and assignee name(s), invention title, patent number, and U.S. classification.

Index, Subject See **Index, Classification**.

international application A patent application filed under the Patent Cooperation Treaty in which the applicant designates the countries in which patent protection is being sought.

invention patent See *utility patent*.

issue The patents, reexamination certificates, and statutory invention registrations that issue on a given Tuesday, plus the patent data, related indices, and other printed matter (such as PTO notices) which constitute the Official Gazette for that given Tuesday. An issue is scheduled for each Tuesday of the year.

issue, current The next scheduled issue.

issue date The Tuesday—month, day, and year—on which a patent is granted.

issue fee The monetary fee established by U.S. law and regulation to cover the costs of securing a utility patent, a design patent, or a plant patent.

issue Tuesday See *issue*.

MPEP Manual of Patent Examining Procedure, the comprehensive setting forth of the PTO's procedures, including the implementation of patent laws, treaties, and regulations.

non-fee-paid file An application for which the issue fee has not been paid and to which no patent number has been assigned.

non-provisional application See *application*.

Non-Utility Patent Manual The short name for the document entitled *Processing Non-Utility Patent Documents for the Data Base System*, which contains instructions to be followed by the Contractor in processing design patents, plant patents, and reissue patents—that is, locating patent data sources, verifying patent data, printing patent data, and entering patent data into the Patent Data/SGML File. The Non-Utility Patent Manual is amended by Quality Assurance Information Bulletins.

oath Under 35 U.S.C. 115, a sworn (notarized) statement by the applicant that "he believes himself to be the original and first inventor" of the invention. See **declaration**.

Office of Patent Publication The office within the PTO that is responsible for the publication of patents, the Official Gazette, and the Annual Index, as well as the production of various related electronic files.

Official Gazette (OG) The PTO's official journal relating to patents, which is published each Tuesday, simultaneously with the weekly issue of patents. The OG presents bibliographic data, including representative drawings and representative claims, for all the patents, reexamination certificates, and statutory invention registrations in that week's issue. In addition, the OG prints helpful indices, notices of interest to the patent community, and general information. (The full title is *Official Gazette—Patents*, to distinguish it from the separate *Official Gazette – Trademarks*.)

PALM Patent Application Location Monitoring System. An internal PTO tracking system that stores bibliographic data and location information about each patent application.

patent A document which grants the inventor the exclusive right to make, use, or sell his/her invention.

patent grant The issued patent. See **grant copy**.

plant patent A patent granted under 35 U.S.C. 161 for an asexually reproduced new and distinct variety of plant. Under 35 U.S.C. 154, the patent term is 20 years from the effective filing date of the application.

"printer waiting" query Per MPEP 1309.02, a file returned by the Contractor ["the printer"] to the PTO for the purpose of requesting that data be clarified, requesting that omitted data be provided, requesting that extraneous data be properly deleted, or verifying that a necessary PTO rule or procedure has been followed.

prior work day (PWD) A day in the production schedule that ends with the Tuesday (PWD 1) issue day. Each prior work day is a week day (Monday through Friday) and is identified by a PWD number.

Production Control Branch The branch of the Publishing Division that is responsible for dispatching patent files and patent-related items to the Contractor and receiving same from the Contractor.

production schedule The document which presents—for all issues in a given year—each issue number, each issue date, the key activities in the processing of each issue, and the prior work days and actual dates on which those key activities are to be performed.

provisional application See **application**.

PTO Patent and Trademark Office.

PTO notice pages The pages that are printed as the first matter in each issue of the Official Gazette. Included are notices announcing changes in PTO rules and practice, notices of maintenance fees payable, notices of the filing of reissue applications, notices of the filing of requests for reexamination, etc.

Publishing Division The division of the Office of Patent Publication whose responsibilities include certain processing of application files, the sending of files and related matter to the Contractor and the receiving of files from the Contractor, the processing of "printer waiting" queries, etc. The Production Control Branch is an organization within the Publishing Division.

Quality Assurance Information Bulletin (QAIB) One of a series of numbered documents which update—that is, cancel, correct, replace, and supplement—information in the Utility Patent Manual and/or the Non-Utility Patent Manual.

query See **"printer waiting" query**.

reexamination A process under 35 U.S.C. 302–307 by which, either on "his own initiative" or in response to the filing of a request by "Any person at any time," the Commissioner of Patents and Trademarks can order the reexamination of a patent grant to decide a "substantial new question of patentability affecting any claim" of that patent.

reexamination certificate A document under 35 U.S.C. 307 presenting the results of a completed reexamination procedure—that is, the cancellation of unpatentable claims, the confirmation of patentable claims, and the incorporation of amended or new patentable claims.

reissue patent Under 35 U.S.C. 251, the second or subsequent issue of a patent when the previous patent issued "through error without any deceptive intention" and is therefore "deemed wholly or partly inoperative or invalid." Such an error may involve a "defective specification or drawing" or may arise from the inventor's having claimed "more or less than he had a right to claim." The reissue is effective "for the unexpired part of the term of the original patent."

sequence listing In a biotechnology specification, a listing of nucleotides and/or amino acids that comes at the end of the specification, immediately prior to the claims. Under 37 CFR 1.821–1.825, the applicant must submit both a paper sequence listing and a "computer readable form" (in ASCII) of the sequence listing. The "computer readable form" is the version that is captured for purposes of printing the patent. (There also may be sequences or fragments of sequences elsewhere in the specification, but these are not part of the sequence listing and are to be treated as complex work units.)

specification Under 35 U.S.C. 112, the "written description of the invention, and of the manner and process of making and using it," written in "full, clear, concise, and exact terms" capable of being understood by "any person skilled in the art to which it pertains, or with which it is most nearly connected."

Standard Generalized Markup Language (SGML) A language for describing documents to be used in office document processing, interchange between authors and between authors and publishers, and publishing, which provides a coherent and unambiguous syntax for describing the elements within a document.

statutory invention registration (SIR) Under 35 U.S.C. 157, a document that provides the defensive rights of a patent but that does not provide the enforceable rights of a patent. Therefore, the inventor can prevent others from patenting the invention, but he or she may not prevent others from making, using, or selling the invention. SIRs issue on the first Tuesday of each month.

Suspense File An automated system/file containing patent application data in Patent Data/SGML File format for utility, design, plant, and reissue patents as well as invention registration and examination certificates awaiting additional data in order to issue.

term The period for which patent rights are granted. See *utility patent*, *plant patent*, and *design patent*.

title A description—"as short and specific as possible" [37 CFR 1.72]—of the invention. The title is printed bibliographically on the patent front page and is also printed at the beginning of the specification.

U.S.C. United States Code, Title 35 of which is "Patents." 35 U.S.C. contains the patent laws passed by the Congress.

utility patent A patent issued under 35 U.S.C. 101 for a "new and useful process, machine, manufacture, or composition"—also known as an invention patent, and to be distinguished from a plant patent or a design patent. Utility patents include general/mechanical, chemical, and electrical patents. Under 35 U.S.C. 154, the patent term is 20 years from the effective filing date of the application.

Utility Patent Manual (UPM) The short name for the document entitled *Processing Utility Patents under the Data Base System*, which contains instructions to be followed by the Contractor in processing utility patents—that

is, locating patent data sources, verifying patent data, printing patent data, and entering patent data into the Patent Data/SGML File. The UPM is amended by means of Quality Assurance Information Bulletins.

withdrawal A patent that is removed from the issue at the direction of the PTO, per 37 CFR 1.313.

C.2 CLIN 001 - INITIAL DATA CAPTURE (SUSPENSE FILE)

The Contractor shall capture all patent types listed below. This data capture will be utilized in the creation of all contract deliverables (CLINs 002 through 005 and 007 through 009). The Contractor shall capture data from patent application files in a manner that facilitates satisfying the quality requirements of deliverable items. The Contractor is responsible for verifying that all required data is present in the application files, in accordance with PTO's technical references.

CLIN 001AA	Utility Applications
CLIN 001AB	Reissue Applications
CLIN 001AC	Statutory Invention Registrations (SIR)
CLIN 001AD	Design Applications
CLIN 001AE	Plant Applications
CLIN 001AF	Reexamination Certificates

The contractor shall pick up allowed patent application files on a daily basis from the PTO, immediately after allowance, and use Government Furnished Equipment (GFE) to record the receipt of the file by using a wand on the serial number bar code of each file to record its location in the PTO's PALM system. The file and folder are then processed by the Contractor with sufficient thoroughness to ensure that all pertinent data is available for future processing. Any file that cannot be processed is returned to the PTO with the reason stated and attached to the file. A mutually agreed upon marking system can designate the last entry on the contents list at the time of processing. All files shall be returned to the PTO within five days after receipt, again recording their release through the PALM system. During the data capture operation, any omissions, irregularities or other questions are submitted to the PTO as written queries.

When the initial data capture for a file is complete, including information resulting from queries, and biochemical sequence information, the file is included on the daily suspense file. The data from the application files must be included on the suspense file within three (3) weeks after receiving the application file. The suspense file shall be delivered on 3480 magnetic tape cartridges in ASCII text and in accordance with the specifications in the *Patent Data/SGML File Description* (Technical Reference 3). The patent application file sequence is: Designs; Design-Sirs; Plant-Sirs; Utility-Sirs; Plants; Reissues; Reexamination Certificates; and Utilities. Within each group, patent applications are in serial number ascending sequence.

The PTO requires the ability to quickly obtain paper documents contained in the patent application files which are undergoing processing. The Contractor shall retrieve those documents, or copies thereof, and send them to the PTO via facsimile within 24 hours after the request has been made.

C.3 CLIN 002 - FINAL DATA CAPTURE

The Contractor shall capture all new data from the patent application types listed below. This data capture will be utilized in the creation of all contract deliverables (CLINs 002 through 005 and 007 through 009). The Contractor shall capture data from patent application files in a manner that facilitates satisfying the quality requirements of deliverable items. The Contractor is responsible for verifying that all required data is present in the application files, in accordance with PTO's Technical References 1 and 2.

CLIN 002AA	Utility Patents
CLIN 002AB	Reissue Patents
CLIN 002AC	Statutory Invention Registrations (SIR)
CLIN 002AD	Design Patents
CLIN 002AE	Plant Patents
CLIN 002AF	Reexamination Certificates

The contractor shall pick up applications determined to be ready for issue by the PTO on a daily basis from the PTO. The applications are recorded in the PALM system by the Contractor and data capture is performed. Final queries shall be returned within three (3) days of receipt of the file. All files ready for issuance are numbered by the Contractor according to applicable numbering systems for the different types of patent documents. The contractor shall generate patent number labels showing both number and bar code and place them on the individual file wrappers. The issue date is entered on the patent application file. The patent numbers are also entered into the PALM system. The files shall be delivered to the PTO files maintenance contractor at Newington, VA.

The Contractor must be able to accelerate processing of a small number of files when necessary.

C.4 CLIN 003 - PATENT POSTSCRIPT® FILE FOR PRINTING

The Contractor shall furnish a weekly Patent PostScript® file for all patents in the weekly issue. It shall be delivered on 8mm (Exabyte®) tapes along with a Tape Contents List as PostScript® Level II in Unix TAR format. Each patent document appears on the tape as a single file. The patent documents appear in the following order: Reissue, Plant, Utility, Design, Reexamination Certificate, and Statutory Invention Registration (SIR). Within each group, patents are in patent number ascending sequence.

The format shall be that of the current printed patents (See Technical Reference 5—*Copies of Issued Patents, Statutory Invention Registration Certificates, and Reexamination Certificates*).

The Patent PostScript® File for Printing shall be delivered to the designated Patent Printing Contractor (see Section F.2). The Patent Data Capture Contractor shall be responsible for the required courier.

C.5 CLIN 004 - PATENT POSTSCRIPT® FILE FOR MICROFILM

The Contractor shall furnish a weekly Patent PostScript® file for all patents in the weekly issue. It shall be delivered on 8mm (Exabyte®) tapes along with a Tape Contents List as PostScript® Level II in Unix TAR format. Each patent document appears on the tape as a single file. The patent documents appear in the following order: Reissue, Plant, Utility, Design, Reexamination Certificate, and Statutory Invention Registration (SIR). Within each group, patents are in patent number ascending sequence.

The format shall be that of the current printed patents (See Technical Reference 5—*Copies of Issued Patents, Statutory Invention Registration Certificates, and Reexamination Certificates*).

The only additional requirements for the CLIN 004--Patent PostScript® File for Microfilm beyond the CLIN 003--Patent PostScript® File for Printing are the following requirements: The CLIN 004 is to be delivered to the existing PTO Microfilm Contractor (see Section F.2) on issue day (Prior Work Day (PWD) 1, Tuesday) with 100% of the patent issue or delivered as soon as the file is 100% complete after issue day (PWD 1). All known withdrawals shall be excluded from CLIN 004 through Prior Work Day 2.

The Patent Data Capture Contractor shall be responsible for the required courier.

C.6 CLIN 005 - PATENT OFFICIAL GAZETTE (OG) POSTSCRIPT® FILE

The Contractor shall provide a weekly PostScript® file in order for the Government Printing Office (GPO) to print, bind, and distribute the Patent Official Gazette. It shall be delivered on 8mm (Exabyte®) tape(s) as PostScript® Level II in Unix TAR format along with a Tape Contents List. The file includes the Table of Contents and the sections for PTO notices, summary information about each patent document issuing that week, and three types of indexed information. These sections will follow the style and format currently in use. The page numbers follow GPO convention. (See Technical Reference 6 - *Copy of Official Gazette and Technical Reference 7- PTO Official Gazette; Notices Pages, Indices, Cumulative Lists*).

The notices will be furnished weekly by the PTO in either paper or electronic format. In the first issue of each calendar year, the Contractor shall include the annual consolidated listing of notices furnished by the PTO. At the end of the contract, the Contractor shall furnish a file containing 1) the previous year's consolidated notices and 2) a complete file of all PTO notices for the current year.

The OG File is to be delivered to PTO for the Government Printing Office (GPO). PTO will require one additional copy of the OG File for an internal PTO customer (i.e., Office of Public Records). The exact location and delivery schedule for the additional copy have not yet been finalized.

C.7 CLIN 006 - PATENT OFFICIAL GAZETTE NOTICES FILE

The Contractor shall provide on a weekly basis to PTO a Patent Official Gazette Notices File in electronic format. This file shall be provided in ASCII format on a high density 3.5" disk.

C.8 CLIN 007 - ANNUAL INDICES (PARTS I AND II) POSTSCRIPT® FILE

The Contractor shall furnish an annual PostScript® file to the PTO so that the Government Printing Office (GPO) can print, bind, and distribute the Patent Annual Indices. It shall be delivered on 8mm (Exabyte®) tape(s) as PostScript® Level II in Unix TAR format along with a Tape Contents List. It shall consist of a two-volume calendar year Annual Index encompassing all issues in the calendar year, and consisting of Part I, List of Patentees and Part II, Subjects of Inventions. The format of the Indices shall follow the examples in Technical Reference 7- *PTO Official Gazette; Notices Pages, Indices, Cumulative Lists*.

The Contractor shall apply all corrections to Patentee Index entries that may result from Certificates of Correction, which is GFP, that have been issued which affect Index entries. The Contractor shall perform a computer edit check to identify and correct any possible duplications of the same company or patentee/assignee. The Contractor shall then furnish, one month after the end of each calendar year, an annual alphabetical Patentee Indices proof listing of possible duplications of company and patentee/assignee names. The PTO will return the corrected patent proofs approximately three (3) weeks after receipt of the proof listing.

At the beginning of the contract, the Contractor shall incorporate the cumulative year-to-date index electronic file produced by the incumbent Contractor. At the end of the contract, the Contractor shall furnish a cumulative year-to-date electronic file to the PTO.

C.9 CLIN 008 - PATENT DATA/SGML FILE

The Contractor shall furnish an electronic Patent Data/SGML file for all patents in the weekly issue, on 3480 magnetic tape cartridge(s) in ASCII text. This data is formatted according to Technical Reference 3 - *Patent Data/SGML File Description*. The patent file sequence is: Designs; Design-SIRs; Plant-SIRs; Utility-SIRs; Plants; Reissues; Reexamination Certificates; and Utilities. Within each group, patents are in patent number ascending sequence.

C.10 CLIN 009 - PATENT IMAGE FILE

The Contractor shall furnish the Patent Image File on multiple 3480 magnetic tape cartridge(s) along with a tape contents list. This file shall contain 300 dpi bi-tonal image data representing every page of all weekly issue documents. This data is formatted according to Technical Reference 4 - *PTO Patent Image Data File*.

Each image page is split into variable length 20,000 byte blocks with each block containing 256 bytes of index information and a maximum of 19,740 bytes of compressed image data. The index information includes: the type of data on the page (abstract, claims, drawings, etc.); the kind of document (utility, reexamination, design, plant, etc.); the document number; the issue date and various information providing for reconstructing the document and its pages.

C.11 CLIN 010 - CUMULATIVE LISTS FOR REISSUE APPLICATIONS FILED AND REQUESTS FOR REEXAMINATION FILED

The contractor shall furnish cumulative calendar year-to-date lists for reissue applications filed and requests for reexamination filed. The format for these entries is identical with their appearance in the Official Gazette except that an issue date is added to each entry. This deliverable shall be provided on both disk and paper format. See Technical Reference 7 - *PTO Official Gazette; Notice Pages, Indices, Cumulative Lists* for examples.

At the beginning of the contract, the Contractor shall incorporate the cumulative year-to-date electronic files produced by the incumbent Contractor. At the end of the contract, the Contractor shall furnish the cumulative year-to-date electronic files.

C.12 QUALITY CONTROL SYSTEM

The Contractor shall be ISO 9000 certified or shall start the certification process within three (3) months after contract award and provide an implementation plan that is subject to PTO approval. The Contractor must remain certified for the length of this contract.

C.13 CONTRACTOR REPORTS

1) Patent Issue Close-out Report

The Patent Issue Close-out Report consists of each patent in the issue showing the patent number and the total number of pages for each of the following sections: Front Page(s), Drawing(s), and Text. This report shall be provided on a weekly basis to the attention of the Government Printing Office (GPO) Patent Printing Contractor and the PTO on-site representative at the Printing Contractor's facility. This report shall be provided with the CLIN 003- Patent PostScript® File for Printing.

2) Summary of the Character Counts for Each Issue

The Contractor shall submit this Report with the CLIN 008 tape for each Issue delivered as follows:

A summary of Character Counts for each type of Patent or Certificate in the issue shall contain the following:

- a. Class A Codes by Front Page, Text, and Claims.
- b. Characters in Complex Work Units identified as:

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Tables - T
Equations - E
Chemical Structures - C

3) Monthly Summaries of Labor Hours

This Report shall be a summary of labor hours for all files processed during the month. The labor hours for the Patent Data Capture Contractor personnel and any subcontracted personnel shall be shown separately in the report. This format for this report is shown below:

MONTHLY SUMMARY LABOR HOUR REPORT

REPORT MONTH:

	Front Page	Text	CWU	Drawings	TOTAL
Preparation					
Conversion by Contractor					
Conversion by Sub-Contractor					
Control					
TOTAL					

If the contractor's operational procedures used are not compatible with the categories shown in the outline provided above, a report with comparable data may be negotiated with the PTO.

C.14 ADDITIONAL PATENT DATA CAPTURE SERVICES

There is a possibility that during the term of the contract, some source data for the required deliverables may be provided in electronic format instead of paper patent application files. There is now a pilot group of examiners in place that will work increasingly in an electronic environment. It is anticipated that this unit, which represents less than 2% of all patent examiners, will provide electronic output from the cases allowed beginning at some time during the life of this contract. It is also possible that the PTO will require electronic transfer of deliverables instead of tape delivery.

In order to disseminate technological advances more quickly, Congress may soon authorize publication of utility and plant applications 18 months after filing, unless they have already been issued. If this occurs, the Contractor may be asked to provide some sort of Pre-Grant Publication (PGPub) from electronic source data. Data capture for PGPub is anticipated to begin approximately 12 to 18 months after enactment of legislation. The volume of PGPub applications is expected to increase gradually during the subsequent 18 months. Maximum volumes will depend on the form of the final legislation.

The PTO anticipates that there will be a need during the total contract period for improved/additional Patent Data Capture services. The dynamic legal and regulatory environment that PTO faces over the projected life of the contract indicates that there is a need for certain management flexibility for the PTO and the Contractor in order to facilitate the process of acquiring these services. The PTO anticipates that there may be circumstances arising from emerging technology, business process improvement, Congressional authorization, and other PTO preferences not currently identified, that must be accommodated quickly under any resultant contract. To avoid getting locked into products which no longer effectively meet customer needs, the PTO will require the

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Contractor to submit a proposal that addresses the change, improvement, enhancement, and costs. An agreement between the Contracting Officer and the Contractor shall be reached and the change shall be effected by a written, bilateral modification to the contract. Testing may be required prior to implementation.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND PACKING REQUIREMENTS

The Contractor shall package and pack products delivered under this contract to ensure safe delivery at their destination(s) in accordance with normal commercial practice for domestic shipment.

D.2 MARKING REQUIREMENTS

The Contractor shall mark and/or label all boxes containing original application files and all products/deliverables being returned or delivered to the PTO and its customers. The boxes shall be plainly and substantially marked to show the contract number, a brief description of the contents, Contractor's name, and the name of the Contracting Officer's Technical Representative.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	Inspection Of Supplies - Fixed-Price	AUG 1996
52.246-4	Inspection Of Services - Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

E.2 ON-SITE GOVERNMENT INSPECTOR

The Contractor shall provide a private office not less than 120 square feet and equip it with an office desk and chair, one (1) side chair, telephone and telephone service, telefacsimile machine (multiple page feed) and telefacsimile service, one (1) work table, and two (2) four-drawer standard letter size file cabinets with combination padlocks.

E.3 ACCEPTANCE

For all delivered products, the Government will inspect them against the requirements of the contract and decide whether to accept or reject them. The Government will provide written notice of acceptance or rejection using the similar notice in Section J, Attachment 9.

The basic measure of acceptable quality for input data to the PTO and its customers is the run capability of the deliverable tapes, and acceptable appearance of style and format of the resulting output per the Technical References under Section C. An unacceptable product must be replaced within 24 hours of notification of rejection.

Subparagraph (a)(5)(i) of the FAR clause 52.232-25, Prompt Payment (see Section I.1) is hereby modified to increase the constructive acceptance period to 30 calendar days.

E.4 GOVERNMENT INSPECTION OPERATIONS FOR CLIN 008 DELIVERABLES

For each CLIN 008 deliverable, a two step inspection process will be performed. Details of each inspection process are provided as follows:

E.4.1 Step 1 - Preliminary Inspection

Upon delivery of each CLIN 008 deliverable, the Government will verify the deliverable on the Government system to determine if the deliverable is "usable"; i.e., the deliverable adequately runs, the required data is present and can be accessed to produce the required output, and the data is provided in compliance with Technical Reference 3. If the Government determines that the deliverable is usable, the deliverable will be considered "conditionally accepted".

The Contractor shall be notified of the Government's inability to process the CLIN 008 deliverable within three working days from the date of delivery in accordance with Section E.3, Acceptance.

E.4.2 Step 2 - Government Sampling

The Government will perform a 2 to 6 percent sample of each patent type on the tape, except for Design and Plant patents and Reexamination Certificates. For Design patents and Reexamination Certificates, the Government will take a 20 percent sample. For Plant patents, the Government will take a 50 percent sample. The Government will inspect each weekly tape by taking a random sample of patent applications processed against the error criteria of 12.5 per 100,000 characters.

The samples will be grouped as follows: Utilities, Reissues, and Statutory Invention Registrations (SIRs) with further breakdowns by Front Pages, Specifications, and Claims; and Designs, Plants, and Reexamination Certificates with no further breakdowns. Within inspection, samples of the Front Pages, Specifications, Claims, and Designs, Plants, and Reexamination Certificates may fail the stated error criteria. When this occurs, the Contractor shall request return of the files for the Issued Patents for reprocessing a new CLIN 008 deliverable to eliminate the reason for rejection identified by the Government.

Upon receipt of the new CLIN 008 deliverable, the Government will only inspect that part of the data content (Front Pages, Specifications, Claims, Designs and Plants and Reexamination Certificates) that failed in the inspection. For instance, if a Front Page error rate of a sample exceeds the error rate of 12.5 per 100,000 characters requirement, the Government will only reinspect the Front Pages in the new CLIN 008 deliverable.

E.4.3 Government Final Acceptance

The Government shall have 30 calendar days from the initial date of delivery of the CLIN 008 deliverable and all issue files or 30 calendar days from receipt of a reprocessed CLIN 008 deliverable and all issue files as a result of the Government's rejection as set forth in Steps 1 or 2 above; whichever is later, to provide final acceptance of the CLIN 008 deliverable in accordance with Section E.3, Acceptance.

E.4.4 Payment Prior to Final Acceptance

If acceptance notification is not provided by the Government within the specified time periods provide in Subsection E.4.3, the deliverable shall be deemed accepted for payment purposes only. Acceptance under this criteria shall not relieve the Contractor of providing an acceptable CLIN 008 deliverable in accordance with the requirements of Section C of the contract. If full payment is made as a result of this paragraph and the CLIN 008 deliverable is rejected as a result of Subsections E.4.1 or E.4.2, the Contractor shall provide a reprocessed deliverable which is compliant with the requirements of the contract within the time periods specified in Section E.5, Government Rejection of CLIN 008 Deliverables. Notification of acceptance by the Government shall be provided in accordance with Section E.3, Acceptance. If the reprocessed deliverable is not provided within the time periods specified in Section E.5 or if the reprocessed deliverable is rejected, the PTO may, at its discretion, cease payment of other invoices until an acceptable deliverable is provided.

E.5 GOVERNMENT REJECTION OF CLIN 008 DELIVERABLES

When the Government rejects a CLIN 008 deliverable as a result of Step 1 of Section E.4.1, Preliminary Inspection, the Contractor shall reprocess and deliver a corrected CLIN 008 deliverable within one calendar day of the Government's notification of rejection.

When the Government rejects a CLIN 008 deliverable as a result of Step 2 of Section E.4.2, Government Sampling, the Contractor shall reprocess and deliver a corrected CLIN 008 deliverable so that it will satisfy the contract requirements within 60 calendar days after the contractor has been notified of the rejected issue. The contractor shall coordinate with the PTO in requesting the pick-up of the rejected issue and the Contractor is responsible for delivery. The Government will not identify the actual errors. The Government will notify the Contractor of the error rate found which served as the basis for rejection.

E.6 REINSPECTION CHARGE FOR REJECTIONS OF CLIN 008 DELIVERABLES

The Contractor shall pay the Government a reinspection charge for rejected CLIN 008 deliverables computed as follows:

1. Computer Run Reinspection Charge: \$250.00
2. Reinspection of Data Charge:

TYPE OF REJECTED DATA	CHARGE PER PATENT/CERTIFICATE
Utilities, Reissues, and SIR's	
Front Pages	\$2.50
Text Data	\$50.00
Claims	\$8.50
Designs, Plants, and Reexams	\$2.50

If the Government extends the period of performance for the contract, the reinspection charges in 1 and 2 above shall be adjusted by the percentage change in the General Pay Schedule for Civilian Workers, issued by the U.S. Office of Personnel Management, that is in effect at the beginning date of the new period of performance for the Washington, DC metropolitan area.

These reinspection charges are in addition to the liquidated damage charges set forth in Section F.8, Liquidated Damages Charges.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

F.2 DELIVERY

The Contractor is obligated to make delivery F.O.B. destination at the prices shown in Section B. Delivery locations shall be designated in individual delivery orders. Receiving hours for deliveries are between 8:30 a.m. and 4:30 p.m., local time, Monday through Friday, on Government work days.

(1) The Patent Application Files shall be picked up and returned to the address below. Also, the sequence listings for biochemical patents shall be picked up at the address below. In addition, Contract Line Item(s) 001, 005, 006, 007, 008, and 010 shall be delivered to the address below:

U.S. Patent and Trademark Office
Office of Patent Publication
Crystal Park Building 3, Suite 905
2231 Crystal Drive
Arlington, VA 22202

(2) Contract Line Item 003 shall be delivered by the Contractor to the following address:

News Printing Company, Inc.
Old Route 220
Post Office Box 373
Claysburg, PA 16625

(3) Contract Line Item 004 shall be delivered by the Contractor to the following address:

Imagent
300 Prince George's Blvd.
Upper Marlboro, MD 20774

(4) Contract Line Item 009 shall be delivered to the PTO address at Arlington, VA ((1) above) and to the PTO off-site facility in Boyers, PA as noted below:

Patent and Trademark Office
c/o National Underground Storage
1137 Branchton Road
Boyers, PA 16020

The delivery locations specified in (1) through (4) above are subject to change during the life of the contract.

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F.3 EFFECTIVE PERIOD OF THE CONTRACT

The effective period of the contract is from *the effective date of the contract through 12 months thereafter (specific dates to be provided at time of contract award)*.

F.4 TEST DELIVERABLES - GOVERNMENT TESTING

Post award of this contract, the contractor may be required to produce test files for one or more of the following:

CLIN 003 - Patent PostScript File for Printing
CLIN 005 - Patent Official Gazette (OG) PostScript File
CLIN 008 - Patent Data/SGML File
CLIN 009 - Patent Image File

In accordance with Section B.4, the unit prices set forth in Section B.1 shall be inclusive of all costs of producing the above four (4) test files. The PTO will provide twenty-five (25) paper patent files with the following mix:

one (1) Statutory Invention Registration
one (1) Design
one (1) Plant
one (1) Reissue
one (1) Reexamination
six (6) General Mechanical
seven (7) Chemical
seven (7) Electrical

The contractor will have thirty (30) calendar days from the date of receipt of the paper patent files to produce individual test files on magnetic tapes for CLINs 003, 005, 008, 009 in accordance with Section C. The test files on magnetic tapes shall be labeled, packaged, and delivered to:

TEST DELIVERABLES for 50-PAPT-8-00007

U.S. Patent and Trademark Office
Office of Patent Publication
Crystal Park Building 3, Suite 905
2231 Crystal Drive
Arlington, VA 22202

The test files will be inspected for accuracy and format consistent with Section C. The test files will be processed on government computer systems to check for compatibility and errors. If the PTO or GPO determines that one or more of the test files for CLINs 003, 005, 008, 009 are unacceptable, the PTO will notify the contractor which test file(s) were unacceptable and the reason(s) causing rejection. The contractor has seven (7) calendar days after receipt of the rejection notice to correct the error(s) and deliver replacement test file(s). If the replacement test file(s) are also found to be unacceptable, the PTO will again notify the contractor which replacement test file(s) were unacceptable and the reason(s) causing rejection. Again the contractor will be given seven (7) calendar days after receipt of the rejection notice to correct the error(s) and deliver replacement test file(s). This rejection / replacement process can occur a total of three (3) times. If after three (3) tries the contractor has not delivered acceptable test files for CLINs 003, 005, 008, 009 the PTO reserves the option to terminate the contract for default (see FAR 52.240.08).

F.5 FAR 52.211-11 LIQUIDATED DAMAGES – SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1984)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government the applicable liquidated damage charges as specified in Section F.8, Liquidated Damage Charges.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default-Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arise out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

F.6 SUBCONTRACTING REPORTS -- SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS -- APPLICABLE TO LARGE BUSINESSES ONLY

The Contractor shall submit subcontracting reports on Standard Forms 294 and 295 in accordance with the General Instructions on the reverse side of the forms. Reports are due on the 30th day following the close of the reporting period.

These reports shall be delivered as follows:

<u>FORM</u>	<u>FREQUENCY</u>	<u>DISTRIBUTION</u>
SF 294	Semi-annual (covering periods of 10/1 - 3/31 and 4/1 - 9/30 of each year)	Original and 2 copies
SF 295	Annually (covering period 10/1 - 9/30)	Original and 2 copies

F.7 PRODUCTION START UP

F.7.1 Incumbent

The incumbent shall develop a plan for dual processing that will assure uninterrupted delivery of all products along with gradually increasing capture of applications at allowance. The plan shall show specific weekly quantities of patents that will be processed. The incumbent shall be completely converted to the new system, with all processing of newly allowed applications being completed when available from PTO, within six (6) months of the start of the contract.

F.7.2 New Contractor

The Government will place its first orders for contract products approximately three (3) months after the contract award date OR successful test completion (whichever is later). During this period, the Contractor shall perform all essential startup functions necessary to begin producing the products required by this contract.

F.8 LIQUIDATED DAMAGE CHARGES

The Contractor shall pay the following liquidated damage charges, when applicable:

<u>Liquidated Damage</u>	<u>Charge</u>
Receipt of Unacceptable Tape Deliverable	\$100/tape deliverable
Reconstruction of Lost Patent Application Files	\$100/file
Issuance of Certificate of Correction	\$40/certificate

The Government will deduct applicable liquidated damages against approved Contractor Invoices.

If the Government extends the period of performance for the contract, these liquidated damage charges will be adjusted by the percentage change in the General Pay Schedule for Civilian Workers, issued by the U.S. Office of Personnel Management, that is in effect at the beginning date of the new period of performance for the Washington D.C. metropolitan area.

F.9 TRANSITION FROM INCUMBENT CONTRACTOR TO NEW CONTRACTOR (IF REQUIRED)

After the new Contractor's start-up plan has been successfully implemented, he/she shall begin a two-month phase-in production period before assuming full production responsibility for the products required by this contract. The Government will place an order for CLIN 001AA applications in the quantities described below that the Contractor shall produce on a weekly basis with gradually higher production volumes. Corresponding CLIN 002AA patents will be available for pick up as soon as the applications are complete. The Contractor shall process these patents in accordance with the following phase-in production schedule for inclusion in the Suspense File that is required by Section C.2.

Phase-In Production Schedule

<u>Week</u>	<u>Approximate Volume of CLIN 001AA Patents</u>
1	500
2	600
3	700
4	800
5	900
6	1,000
7	1,100
8	1,200
9	1,300

When the new Contractor finishes this nine (9) week phase-in production period, he/she shall assume full production responsibility. During the first nine (9) weeks the Contractor is in full production, the Government will employ the modified production schedule listed below. The orders for the first nine (9) Issues during the full production period will include CLIN 001AA applications, corresponding CLIN 002AA patents, and all CLIN products.

The other types of patents (CLINs 001AB through 001AF) will be included, increasing in the same incremental ratios shown below.

Modified Production Schedule - Full Production

Week	Approximate Volume of CLIN 001AA Applications
1	1,400
2	1,500
3	1,600
4	1,800
5	2,000
6	2,200
7	2,400
8	2,600
9	2,800

F.10 PRODUCTION SCHEDULE FOR ISSUES

General Information

For schedule purposes, there are five (5) work days each week (Monday through Friday); any Government holiday which occurs on one of those days is considered a work day for schedule purposes. If the scheduled delivery falls on a Government holiday, then the delivery for the products involved shall be made one work day before that holiday. If the Government is closed for any other reason on a scheduled delivery day, the Contractor shall make alternate delivery arrangements with the Government.

The Production Schedule, detailed below, identifies GFP and specific delivery dates for required contract products originating from the Issues that the Government has ordered. All delivery dates are expressed in terms of prior work days. It begins at Prior Work Day 24, which is 24 work days before Issue Tuesday. There are 52 or 53 Issue Tuesdays annually as determined by the calendar.

General Schedule - Initial Data Capture

Daily	Pick up and return of applications
Daily	Delivery of suspense file to PTO (within fifteen (15) work days after receipt)
Each Friday	Pick up biochemical sequence listing file

General Schedule - Final Data capture

Daily	Pick up patent files
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Production Schedule for Each Ordered Issue

PRIOR WORK DAY (THROUGH ISSUE TUESDAY)	ACTION
Thurs. 24 – Wed. 20	Delivery of application files to be issued.
Wed. 20 - Tues. 16	Official Gazette (OG) notice copy to Contractor.
Mon. 17	Contractor numbers weekly issue.
Thurs. 14	Contractor delivers OG PTO Notices proofs to PTO.

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**PRIOR WORK DAY
(THROUGH ISSUE
TUESDAY)**

ACTION

Thurs. 14	Contractor delivers Patent PostScript® File to Patent Printing Contractor.
Mon. 12	OG notice proof corrections to Contractor.
Wed. 10	Contractor delivers weekly issue files to PTO File Maintenance Contractor (Newington, VA).
Thurs. 9	Contractor delivers PostScript® OG File to PTO (for GPO).
Fri. 8	Contractor delivers Patent OG Notices diskette to PTO.
Fri. 8	Contractor delivers cumulative lists for reissue and reexamination applications.
Thurs. 4	Contractor delivers Patent Data/SGML File to PTO.
Thurs. 4	Contractor delivers Patent Image File(s) to PTO (Arlington, VA and Boyers, PA).
Fri. 3	Contractor delivers PostScript® OG File to PTO (for Office of Public Records).
Tues. 1	ISSUE DAY. Contractor delivers Patent PostScript® File to Microfilm Contractor.

F.11 DELIVERY SCHEDULE FOR OTHER CLINs

The Government requires delivery of the other CLINs to the Address (1) in Section F.2, Delivery, as follows:

- End of Contract Suspense File, CLIN 001. The Contractor shall deliver the tape(s) of existing data resulting in the Suspense File seven (7) calendar days after the end of the contract.
- End of Contract PTO Notices Tape(s), Part of CLIN 005. The Contractor shall deliver the PTO Notices tape(s) described in Section C.6 , thirty (30) calendar days after the end of the contract.
- Annual Indices (Parts I and II) PostScript, CLIN 007. The Contractor shall deliver the tapes thirty (30) calendar days after the last corrections on the proof listing have been returned to the Contractor.
- End of Contract Annual Indices (Parts I and II) PostScript File, CLIN 007. The Contractor shall deliver the tape(s) of existing cumulative year-to-date Annual Indices (Parts I and II) data thirty (30) calendar days after the end of the contract.
- End of Contract Cumulative Calendar Year-to-Date Lists for Reissue Applications Filed and Requests for Reexamination Filed, CLIN 010. The Contractor shall deliver the two files seven (7) calendar days after the end of the contract.

F.12 PERFORMANCE REQUIREMENT

The Contractor shall keep Government Furnished patent application files within the continental United States. When the Government requests the return of these file(s) not later than 12:00 pm of any work day, the Contractor shall return such file(s) to the Government not later than 5:00 pm the next work day. The Contractor shall restrict transportation of all GFP to contractor-controlled vehicles. The Contractor shall not move original patent applications by air transportation, which is strictly prohibited.

The Contractor may make copies of any documents contained in the patent application files for processing purposes. After processing is completed, the Contractor shall destroy all of those copies. The Contractor may transport these copies in whatever mode it desires at its own expense. Transportation of these copies is restricted to the continental United States.

The Contractor shall designate in writing to the Government those Contractor employees assigned to transport GFP.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contract during the performance of the contract.

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) -- TECHNICAL DIRECTION

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative.

NAME: (to be designated at contract award)

ADDRESS: U.S. Department of Commerce
Patent and Trademark Office
(to be designated at contract award)

PHONE NO: (to be designated at contract award)

The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

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(b) The responsibilities and limitations of the COTR are as follows:

(1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

(a) Invoices shall be submitted in an original and two (2) copies to the following address:

U.S. Patent and Trademark Office
Office of Finance, Box 17
2011 Crystal Drive, Suite 802B
Washington, DC 20231

(b) To constitute a proper invoice, invoices must be provided in the format specified in Section J, Attachment 10. The following statement shall be entered on the original of each invoice:

COTR's Certification

I certify to the best of my knowledge and belief that the services/supplies shown on this invoice have been performed/furnished and are accepted.

COTR

Date

(c) If items are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25--see Section I) will apply to the new acceptance of replacement items.

G.5 PARTIAL INVOICE PAYMENT

Payment will not be made for the CLIN 002 and CLIN 008 deliverables until the CLIN 008 deliverable passes the inspection as defined in Section E.4 -GOVERNMENT INSPECTION OPERATIONS FOR CLIN 008 DELIVERABLES.

G.6 GOVERNMENT ADJUSTMENT OF CONTRACTOR INVOICES

The Government will deduct any applicable reinspection charges and liquidated damages for late delivery applicable to specific Issues against the appropriate Contractor invoices before payment.

G.7 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause at FAR 52.232-28, Electronic Funds Transfer Payment Methods (see Section I), shall be forwarded by the Contractor to the below designated office no later than seven (7) calendar days after contract award:

U.S. Patent and Trademark Office
Office of Finance, Box 17
2011 Crystal Drive, Suite 802B
Washington, DC 20231

(b) If requested, a form will be provided to the successful contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

A Fixed-Price, Requirements, type contract is anticipated.

H.2 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government, or is considered by the Government to be superior to other products or services. Advertisements, press releases and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.3 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including interpretations of the specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his/her designated representative.

H.4 OPTION TO EXTEND THE TERM OF THE CONTRACT -- FIXED PRICE CONTRACT

(a) This contract is renewable at the prices stated in Section B of the contract, at the option of the Government, by the Contracting Officer giving preliminary written notice of its intent to renew 30 days before the expiration date of the contract. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to exercise the option. If less than 30 days exist between award and the end of the base contract period, the award shall be construed as to imply sufficient intent to exercise the first option to extend the term. If acceptance has not been completed before the end of the base contract period, then no preliminary notice is required of the government's intent to exercise the first option period. The exercise date of any option due to be exercised before acceptance has occurred shall be extended until 30 days after the date of acceptance.

(b) If the Government exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(c) Exercise of an option will result in a modification to Section F.3, Effective Period of the Contract

H.5 NO WAIVER OF DELIVERY SCHEDULE

(a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the Government's right to terminate for default: (i) Delay by the Government in terminating for default; (ii) Acceptance of delinquent deliveries; and (iii) Acceptance or approval of samples submitted either after default in delivery or in sufficient time for the contractor to meet the delivery schedule.

(b) Any assistance rendered to the contractor on this contract or acceptance by the Government of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the Government to condone any delinquency, or as a waiver of any rights the Government may have under subject contract.

H.6 ORGANIZATIONAL CONFLICT OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.7 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability.

(1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property Damage liability insurance shall be required in the amount of \$100,000.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.8 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress to and egress from the PTO facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The PTO reserves the right to require Contractor personnel to sign in upon ingress to and sign out upon egress from the PTO facility.

H.9 ORDERING AUTHORITY AND PROCEDURES

Orders under this contract shall be issued by warranted Contracting Officers of the Patent and Trademark Office. All orders will be placed in writing. As a minimum, each order will contain the following information: (1) contract and order numbers, (2) contract line item numbers, descriptions, contract unit prices and amounts, (3) required delivery date, (4) place of delivery, (5) accounting and appropriation data, if applicable, and (6) signature of an authorized ordering official.

H.10 SECRECY AND USAGE OF PATENT INFORMATION

(a) Patent applications are required by law (35 U.S.C. 122) to be kept in confidence. In addition pursuant to secrecy order provisions of 35 U.S.C. 181-188, work under this contract may affect national security. Information contained in any patent application file(s) are restricted to authorized Contractor personnel having a need to know.

(b) The Contractor acquires no right or privilege to use or disclose any information contained in any patent file (in any form whatsoever) except to perform the work under this contract. Further, the Contractor shall not copyright or make any use off or disclose whatsoever of patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained there from except for performing the work procured under this contract.

(c) Patent documents or copies of information contained therein, patent applications and abandoned files, when furnished to the Contractor by the PTO, shall be handled in accordance with the provisions of:

- (1) 35 U.S.C. 122
- (2) 18 U.S.C. 207(1)
- (3) 37 U.S.C. 1.14
- (4) 35 U.S.C. 181-188

(d) All personnel employed in data preparation work on this contract, or otherwise having access to patent files or data or information concerning the same shall take the following oath, or affirmation, signed in writing:

"I do swear or affirm that I will preserve application for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under Contract 50-PAPT-8-00007 or any time thereafter, and that I take this obligation freely, and without any mental reservation or purpose of evasion."

(e) Each employee's signed oath, or affirmation, shall be retained in the Contractor's files, subject to inspection by authorized Government representatives.

(f) Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

(g) The Contractor shall submit, for approval by the COTR, a plan for maintaining the confidentiality of patent documents and all information contained therein. The plan must adequately protect documents, film and all other communications and storage media during all phases of staging, filming, handling, processing, storage and quality control. This plan shall be submitted to the COTR thirty (30) calendar days after contract award.

(h) Duplication of confidential material by the Contractor is forbidden except as specified in this contract.

(i) The Contractor shall transport all documents, film and all other communications and storage media used in the performance of this contract between the Contractor's work site and the PTO. This includes pickup of work to be done from PTO offices and delivery of completed work to designated PTO offices.

(j) The Contractor shall be responsible for returning all Government Furnished Patent Document items to the Government upon termination of the contract in accordance with the Government-Furnished Data clause of this contract.

(k) The Contractor shall insert the substance of this clause in each subcontract hereunder unless the Contracting Officer has waived this requirement, in writing, as to particular subcontracts or classes of subcontracts.

(l) The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability, including costs and expenses, for infringement of any patent or copyright, or other unauthorized disclosure or use of any confidential, secret, or proprietary data, process, product, or invention, in the performance of this Contract.

(m) The Government will inform the Contractor as soon as practicable of any suit or action alleging such infringement or other unauthorized disclosure or use; will give the Contractor such opportunity as is afforded by applicable laws, rules, or regulations to participate in or assume the defense thereof; and will obtain the consent of the Contractor to any settlement of a claimed infringement or other unauthorized disclosure or use, unless such settlement is required by final decree of a court of a competent jurisdiction.

H.11 GOVERNMENT FURNISHED DATA

During this contract, the Contractor will have access to Government data. Any data, not previously published, received from the Government in connection with this contract, or furnished to the Contractor from other sources in response to the Government's requirements under this contract, shall be restricted to this project, and shall not be disclosed or used for any other purpose, without the prior written approval of the Government. These restrictions do not apply to information which: currently or subsequently enters the public domain; has been released to any third party, without restrictions; or is obtained by the Contractor independent of the Government. The Contractor shall not copyright the Technical References, or subsequent addenda without the prior express authorization of the Government.

H.12 RESPONSIBILITY FOR TRANSPORTATION OF GOVERNMENT FURNISHED PROPERTY

The Government will make all Government Furnished Property (GFP) available for pickup by the Contractor at the address cited in Section F.2, Delivery. The Contractor shall be responsible for all transportation costs of the GFP. The Contractor shall also return GFP to the same address after producing the required products.

H.13 APPROVAL OF PROPOSED SUBCONTRACTS

The Contractor shall disclose the use of all proposed subcontracts with a cumulative value over \$100,000 during this contract and obtain the Government's written approval for their use. The Contractor shall provide the following information about proposed subcontracts: description of the supplies or services to be subcontracted; identification of the subcontract type (i.e., fixed price, cost reimbursable); identification of the proposed subcontractor and place of performance; documentation of how the proposed subcontractor was selected, including the competition obtained; identification of proposed subcontract price and the basis for its reasonableness; description of proposed subcontractor's security procedures; and, a copy of the proposed subcontract.

H.14 APPROVAL OF CHANGE IN CONTRACTOR'S PLACE(S) OF PERFORMANCE

If the Contractor wishes to change any place of performance after contract award date, the Contractor shall first obtain the Government's written approval. The Contractor shall provide the following information in support of this request: an identification of the proposed location change(s); a description of the contract work to be accomplished at the new location(s); and a description of the planned security procedures.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (APRIL 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-01	Definitions.	OCT 1995
52.203-03	Gratuities.	APR 1984
52.203-05	Covenant Against Contingent Fees.	APR 1984
52.203-06	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-07	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JAN 1990
52.204-04	Printing/Copying Double-Sided on Recycled Paper.	JUN 1996
52.209-4	First Article Approval--Government Testing.	SEP 1989
52.209-06	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
52.215-08	Order of Precedence--Uniform Contract Format.	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications.	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications.	OCT 1997
52.215-14	Integrity of Unit Prices.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications.	OCT 1997
52.219-08	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns.	OCT 1995
52.219-09	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.	AUG 1996
52.219-16	Liquidated Damages--Subcontracting Plan.	OCT 1995
52.222-26	Equal Opportunity.	APR 1984
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts.	APR 1984
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998
52.222-36	Affirmative Action for Handicapped Workers.	APR 1984
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	APR 1998
52.223-02	Clean Air and Water.	APR 1984
52.223-6	Drug-Free Workplace.	JAN 1997
52.223-14	Toxic Chemical Release Reporting.	OCT 1996
52.225-09	Buy American Act--Trade Agreements--Balance of Payments Program.	JAN 1996
52.225-11	Restrictions on Certain Foreign Purchases.	OCT 1996
52.227-01	Authorization and Consent.	JUL 1995
52.227-14	Rights in Data--General.	JUN 1987
52.228-5	Insurance--Work on a Government Installation.	JAN 1997

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.229-03	Federal, State, and Local Taxes.	JAN 1991
52.229-05	Taxes--Contracts Performed in U.S. Possessions or Puerto Rico.	APR 1984
52.232-01	Payments.	APR 1984
52.232-08	Discounts for Prompt Payment	MAY 1997
52.232-17	Interest.	JUN 1996
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	MAY 1997
52.232-33	Mandatory Information for Electronic Funds Transfer Payment.	AUG 1996
52.233-01	Disputes.	OCT 1995
52.233-03	Protest after Award.	AUG 1996
52.242-13	Bankruptcy.	JUL 1995
52.243-01	Changes--Fixed-Price.	AUG 1987
52.244-01	Subcontracts (Fixed-Price Contracts).	OCT 1997
52.245-02	Government Property (Fixed-Price Contracts).	DEC 1989
52.248-1	Value Engineering.	MAR 1989
52.249-02	Termination for Convenience of the Government (Fixed-Price).	SEP 1996
52.249-08	Default (Fixed-Price Supply and Service).	APR 1984
52.253-01	Computer Generated Forms.	JAN 1991

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the contract period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 DELIVERY-ORDER LIMITATIONS (OCT 1995)

The Contractor shall honor any order in accordance with this contract. If the Contractor is unable to meet the requirements of an order, the Contractor must return the delivery order to ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after contract end date.

I.5 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>
1	Processing Utility Patents Under the Data Base System
2	Processing Non-Utility Patent Documents for the Data Base System
3	Patent Data/SGML File Description
4	PTO Patent Image Data File
5	Copies of Issued Patents, Statutory Invention Registration Certificates, and Reexamination Certificates
6	Copy of Official Gazette
7	PTO Official Gazette; Notices Pages, Indices, and Cumulative Lists
8	Numbering the Weekly Issue
9	Sample Memorandum(s) for PTO Notice of Acceptance/Rejection
10	Sample Invoice Format
11	Department Of Commerce Agency-Level Protest Procedures - Level Above The Contracting Officer (Dec 1996)

SECTION K - CERTIFICATIONS AND REPRESENTATIONS

K.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-21	Certification Of Nonsegregated Facilities	APR 1984

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and shall not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and (3) No attempt has been made or shall be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis. _____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity;
- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204 -5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) Representation. The offeror represents that it ____ is, ____ is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ____ are not ____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ____ have not ____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ____ are not ____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ____ has not ____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____(country).

K.7 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or quotation.

(b) If the offeror or respondent checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

K.8 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (FEB 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 2471.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ____ is, ____ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ____ is, ____ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ____ is, ____ is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that -

- (a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ___ has, ___ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is ___, is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

____ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

____ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.13 52.225-8 BUY AMERICAN ACT--TRADE AGREEMENTS ACT--BALANCE OF PAYMENTS
PROGRAM CERTIFICATE (JAN 1994)**

(a) The offeror hereby certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(b) Excluded End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(c) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(1) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

(Insert line item numbers)

(2) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

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K.14 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In Us Currency	APR 1991
52.215-1	Instructions to Offerors – Competitive Acquisition	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	APR 1984
52.237-1	Site Visit	APR 1984

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price, Requirements type contract, for one base year and four option years, resulting from this solicitation.

L.3 SIC CODE AND SMALL BUSINESS SIZE STANDARD

The Standard Industrial Classification (SIC) code for this acquisition is 2741. The small business size standard is no more than 500 employees. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

L.4 SET-ASIDE INFORMATION

This solicitation is NOT set-aside for small business concerns.

L.5 52.233-2 SERVICE OF PROTESTS (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer and the Contract Law Division of the Office of the Assistant General Counsel for Finance and Litigation by obtaining written and dated acknowledgment of receipt from the Contracting Officer or the head of the contracting office or designee located at:

U.S. Patent & Trademark Office
Office of Procurement
Box 6
Washington, DC 20231
ATTN: Susan B. Messina

and from the Contract Law Division of the Office of the Assistant General Counsel for Finance and Litigation located at the U. S. Department of Commerce, Herbert C. Hoover Building, Room H5893, 14th Street between Pennsylvania and Constitution Avenues, N. W., Washington, D. C. 20230, ATTN: Lisa Obayashi.

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(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5.1 Agency Protests

(a) The Department of Commerce requests that any disputes or disagreements resulting from this acquisition be resolved informally through discussions or by the use of alternative dispute resolution, in particular, the use of agency-level protest procedures under the Federal Acquisition Regulation (FAR 33.103) and applicable Department of Commerce guidelines. An agency protest filed with the Contracting Officer must be sent to the address listed in subparagraph L.5(a) above.

(b) A copy of the agency protest procedures, for protests above the Contracting Officer level, is provided in Section J, Attachment 11.

L.6 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.7 INQUIRIES

Inquiries, requests for clarification, and all correspondence concerning this solicitation document shall be submitted via e-mail only to the following address:

E-mail: PaDaCap@uspto.gov

No information concerning this solicitation or requests for clarification will be provided in response to telephone calls from offerors.

The Government will provide written responses to offerors' questions about the Government's requirement if they are received within seven (7) calendar days before the closing date specified in Block 9 of the SF 33. The Government will distribute these responses on the PTO website at <http://www.uspto.gov/go/proc/conops/pto/pdc/pdc.htm>, however, those responses will not change the terms and conditions of the solicitation unless the Government changes them with an Amendment to the Request for Proposal (RFP).

L.8 INSPECTION OF PATENTED FILES

Offerors can inspect patented files (application files which have matured into patents), particularly patents, reexamination certificates, SIRs, and printed copies of patent specifications. These patented files can be reviewed in the File Information Unit - Public Search Room of the U.S. Patent and Trademark's Arlington, VA Office located in Crystal Plaza Building 3. These files may contain pen or pencil markings entered into the application file. Markings in pen are usually related to amendments to the specification. Markings in pencil are usually related to miscellaneous notations and can be ignored for data capture purposes. The files may also contain editorial notations in nonreproducing blue pencil that were used for previous data capture. Since these files have actually been published, their data content represents a previously edited file and are not intended as being representative of the actual patent application files that will be processed under this contract.

It is highly recommended that prospective bidders visit the PTO facility at Crystal City, Virginia and view a large sample of patented file folders in order to gain an understanding of the complexity of the work involved in capturing the pertinent patent data.

L. 9 AVAILABILITY OF A POTENTIAL SUBCONTRACTOR

All offerors are hereby advised that the U.S. Department of Justice has a wholly owned Government corporation called Federal Prison Industries, Inc. (trade name UNICOR) which possesses experience processing some of the information contained in the Government furnished patent application files that are described in the solicitation. To obtain further information, offerors should contact Mr. Frank Hurst - UNICOR at (202) 305-3954.

This notice of availability does not constitute a mandatory use of a subcontractor by an offeror nor a recommendation for its use. Further, this information should not be interpreted as a guarantee by the Government that UNICOR will successfully perform in any subcontract negotiated between an offeror and UNICOR. Offerors electing to enter into a subcontract with UNICOR will do so completely at their own risk.

L.10 HIRING OF WELFARE RECIPIENTS

In a recent Presidential Executive Memorandum to the Heads of Executive Agencies to promote the Federal hiring of welfare recipients, the President stated that he has also urged businesses across the Nation to offer jobs to welfare recipients. In furtherance of this goal, PTO highly encourages offerors to propose the hiring of welfare recipients in meeting requirements of the SON.

L.11 ALTERNATE PROPOSALS

Offerors may submit more than one but no more than two proposals, each of which must satisfy the mandatory requirements of the solicitation. Alternate proposals must be complete and will not be accepted in abbreviated form. If alternate proposals are submitted, such alternatives will be clearly labeled and identified on the cover page of each separate document. The reason for each alternate and its comparative benefits shall be explained. Each proposal submitted will be evaluated on its own merits.

L.12 EVALUATION OF PROPOSALS

The Government will evaluate proposals and make an award in accordance with the evaluation criteria set forth in Section M of this Request for Proposal (RFP).

L.13 DISPOSITION OF PROPOSALS

At least one copy of each proposal will be retained by the office issuing this solicitation, and the remainder will be destroyed unless the Offeror specifically requests return of the proposal(s) within five (5) days from notification of the successful award. Returned proposals will be delivered at the Offeror's expense. For proposals that are destroyed, no destruction certificate will be issued.

L.14 PRE-AWARD SURVEY

If an offer submitted in response to this solicitation is favorably considered, a survey team may contact and visit your facility to determine your capacity, financial capability, and technical ability to perform. Current financial statements and other pertinent data should be available at that time. Such evaluation will be used to determine offeror responsibility in accordance with FAR 9.1.

L.15 PERIOD OF ACCEPTANCE OF OFFER

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of offers, to furnish any or all items at the prices offered in the Schedule.

L.16 AWARD WITHOUT DISCUSSIONS

The Government intends to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

L.17 NEWS RELEASES

Offerors will make no news releases pertaining to this solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

L.18 INCURRING COSTS

The Government shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to this solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds in connection with this procurement.

L.19 POST-AWARD CONFERENCE

A post award conference with the successful offeror may be required. If required, it will be scheduled and held within 15 days after the date of contract award. The conference will be held at: *[TBD at time of award]*

L.20 ACQUISITION SCHEDULE

Provided below are anticipated milestones for this project:

<u>Activity</u>	<u>Planned Completion Date</u>
Release Final RFP	05/04/98
Proposals Due	06/05/98
Evaluate Proposals	07/02/98
Determine Competitive Range (Optional)	07/13/98
Conduct Oral Discussions (Optional)	07/27/98
Best and Final Offers Due	08/07/98
Award Contract	08/14/98
Provide Test Data to Awardee	08/18/98
Receive Test Deliverables	09/21/98
Analyze Test Deliverables	10/19/98
Contractor Start-Up Period	01/20/99
Pick Up First Shipment of Files	01/25/99

The above schedule represents estimated dates provided to assist the offerors in pricing their proposal. The Government is not obligated to award the contract on the estimated date.

L.21 PROPOSAL SUBMISSION AND CONTENT

L.21.1 Proposal Submission

Offerors shall provide **one (1) original and five (5) copies** of their proposal not later than 2:00 p.m. local time Friday, **DATE TBD**, in the U.S. Patent and Trademark Office, Office of Procurement to the attention of Susan Messina. All documents shall be delivered as a single package. Depending on the mode of delivery, offeror's response should be addressed as follows:

Mail
U.S. Patent and Trademark Office
Office of Procurement - Box 6
Washington, DC 20231
Attn: Sue Messina

Hand Delivery/Express Mail
U.S. Patent and Trademark Office
Office of Procurement
2011 Crystal Drive, CPK 1, Room 810
Arlington, VA 22202
Attn: Sue Messina

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Offerors shall be responsible for accessing the web page (<http://www.uspto.gov/go/proc/conops/pto/pdc/pdc.htm>) for any changes to this RFP. All changes, questions, and answers shall be posted at this location.

L.21.2 General Instructions for The Preparation of Proposals

The documents shall be submitted in paper form (one (1) original and five (5) copies) and on a 3.5", High Density diskette (one (1) copy), formatted for IBM compatible personal computers, in Microsoft Word 6.0 and formatted for 8 1/2" by 11" white, untextured paper, single-spaced. Margins shall be one (1) inch on all sides. The type for all documents submitted (including charts and graphs) shall be black, shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point, and shall not exceed six (6) lines per vertical inch.

Proposals that do not include the data necessary for a thorough evaluation may be determined to be unacceptable. The Government is not obligated to request additional information from any offeror in order to make determination of technical acceptability. Telecopier proposals and modifications of proposals are not permitted and will be disregarded if received.

Proposals shall present an offeror's understanding of the scope of the procurement and an overall approach in providing the required products. General statements such as the offeror understands, the offeror can or will comply with the requirements, standard procedures will be used, well known techniques will be used, or that paraphrase the Statement of Need or Technical References in whole or in part will not satisfy the requirements concerning the content of a technical proposal and may serve as the basis for rejecting that offeror's proposal.

Failure to submit proposals in compliance with these minimum requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Offerors are required to address the following in response to the RFP:

<u>Section</u>	<u>Maximum Pages</u>
1. Technical Approach	50
2. Past Performance	20
3. Quality Control System	30
4. Price Proposal	no limit

The Proposal shall include a Table of Contents which indicates the page numbers of each section, figure, table, or foldout. Dividers with tabs shall be inserted between the sections, with each section starting on a new page. COST OR PRICE INFORMATION SHALL BE SUBMITTED ONLY IN THE PRICE PROPOSAL SECTION.

L.21.3 Technical Approach

L.21.3.1 Planned Data Capture Operations

In this section, the offeror shall provide a technical approach to produce the products required in the RFP; submit a work plan indicating how each aspect of Section C and its relationship with the applicable Technical References will be accomplished; describe the phasing of all tasks so that the product delivery requirements are met (i.e., complete description of flow of paper and electronic data from receipt of patent applications to delivery of required products); and describe the planned data capture operation and the integration of all the required products. The offeror's description of the phasing of all tasks shall include a time-line for completion of the tasks and a delivery schedule for the required products. The offeror shall also describe the control of documents from the multiple issues that will be concurrently in process and explain planned security controls and procedures which address patent source documents, electronic data, and facilities.

L.21.3.2 Planned Resources

In this section, the offeror shall provide a detailed plan describing the resources to be utilized for producing the products specified in this RFP. This plan shall address the proposed staffing, hardware, software and facilities to be utilized. The offeror shall include a plan for accommodating fluctuating work loads.

The offeror shall describe the proposed organizational structure (including any sub-contractors) in terms of roles, responsibilities, reporting and level of staffing from the start-up phase through the production phase.

The offeror shall describe the hardware components proposed to be utilized addressing functionality, reliability, availability and capacity and the basis for these determinations.

The offeror shall describe the system and application software components proposed; their functionality; platforms; integration and inter-relationships. The offeror shall identify any software components that require development and discuss the schedule and risk associated with each developed component.

L.21.3.3 Implementation Plan

In this section, the offeror shall provide a start-up plan giving details regarding the acquisition of space/equipment/furnishings, the recruitment and training of personnel, software development, and preproduction testing. The start-up plan shall include the milestones and planned completion times associated with all start-up activities necessary to begin the phase-in production period. In addition, the start-up plan shall include an explanation of how it will produce the required products by the specified due dates in the Production Schedule (See Section F.10). The offeror shall describe its plan to keep an adequate workforce to maintain the required production schedule after full production begins.

L.21.4 Past Performance

L.21.4.1 Past and Present Performance and Experience Summaries

Offerors shall provide summaries of performance and experience that meet the following criteria:

- Minimum of 3, maximum of 5, projects/contracts (preferably at least one Government)
- Similar in nature and volume to this acquisition
- Received or performed in the last 3 years and sufficiently mature to demonstrate Offeror performance and experience

These summaries shall be presented as described in the sample format provided below. Offerors are obligated to notify their government/commercial projects, if cited, that the Government may contact them. Offerors should send their listed references a letter to the following effect authorizing the reference to provide past performance information to the government. Offerors shall include a copy of the letter with each past performance summary:

Dear _____ (Client):

We are currently responding to the U.S. Patent and Trademark Office's (PTO) solicitation for Patent Data Capture services. The government is placing increased emphasis in their procurements on past performance as a source selection factor. The PTO is requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. _____ of your organization as the point of contact based on his/her knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to _____.

Sincerely,

L.21.4.2 Awards

Offerors are invited to describe quality awards or certifications, received or for which Offeror was nominated, that indicate Offeror possesses a high quality process for developing, producing, or providing the required products or services. State when the award or nomination was made.

SAMPLE FORMAT FOR PAST AND PRESENT PERFORMANCE AND EXPERIENCE SUMMARIES

- 1. Contract Name and Number** Identify the contract by name and by the Government-assigned contract number if appropriate. If the Offeror was a subcontractor, identify the aspects of the contract for which Offeror was responsible.
- 2. Client** Provide the complete name of the company or Government agency or department for which the project was performed.
- 3. Contract Data** Provide the type of contract (Firm Fixed Price, Cost Plus, etc.), the dates between which the Offeror worked on the project, the total value of the project (cost to the client) and, if the Offeror was a subcontractor, the subcontract value, and the status of the project (completed, in process, etc.).
- 4. Prime Contractor and Subcontractors** Identify the company name and address of the prime contractor (if the Offeror was a subcontractor) and all subcontractors to the Offeror who worked on the project and had subcontracts valued over \$100,000. Identify those subcontractors the Offeror intends to use for this program.
- 5. Contact Information** In the following, to “identify” a person means to provide that individual’s name, title, address, and telephone number. This information is required for each of the following individuals as relevant. If the same person functioned in multiple capacities on a project, repeat the information in each location. If the project did not include a category (e.g., subcontractor point of contact), so indicate. All contacts shall be current and reachable. Include the date on which the person was reached to verify that the contact is current and reachable. **If a person cited cannot be reached at the telephone number provided, no further attempt will be made to reach that person, and the project experience will not be included in the evaluation of the proposal.**
 - Client Technical Contact Identify the person at the client agency or company who was the point of contact for offeror’s technical efforts
 - Client Contractual Contact Identify the contractual point of contact at the client agency or company for the offeror’s efforts
 - Client Project Manager Identify the overall project manager at the client agency or company.
 - Client Contracting Officer Identify the contracting officer for the project at the client agency or company
 - Prime and Subcontractor Contacts If the Offeror was a subcontractor, identify the point of contact at the prime contractor. If the project involved companies acting as subcontractors to the Offeror (whether the Offeror was the prime contractor or a subcontractor itself), identify the point of contact at each subcontractor. Prime contractors and/or subcontractors may be contacted to determine offeror’s performance and to verify the accuracy of the information provided. If the accuracy cannot be verified, then the project will not be evaluated for corporate experience.
- 6. Relevance** Justify the selection of this project as supporting offeror’s qualifications for award of this contract. Show how the technical, quality control, and managerial aspects of the project are related to the work described in this RFP.
- 7. Narrative** Briefly describe the project, from technical, quality control, and managerial points of view. Describe processes used to perform technical, quality control, and managerial work. Describe any difficulties encountered and the methods used to overcome them. Identify any unique aspects of the project, or innovative approaches or methods used. Describe interfaces with the customer and with other contractors performing on the contract or with whom coordination was required.
- 8. Contract Reviews** Include copies of any client reviews of offeror’s performance on this project. Examples include but are not limited to contract closeout reviews, letters of commendation, stop-work orders, etc.

L.21.5 Quality Control & Assurance System

The Contractor shall be ISO 9000 certified or shall start the certification process within three (3) months after contract award and provide an implementation plan that is subject to PTO approval. The Contractor must remain certified for the length of this contract.

The offeror shall provide a Quality Control and Assurance (QCA) plan that identifies how the senior executives will create and sustain a clear and visible quality value system along with a supporting QCA or continuous process improvement management system to guide all activities of the company. In this QCA plan, the offeror shall describe and demonstrate the scope, validity, and management of data and information that underlie the offeror's QCA or continuous process improvement management system. In particular, describe how the offeror uses data to support a prevention-based approach to quality in its error detection and correction processes. The offeror shall describe the offeror's short and long term QCA or continuous process improvement priorities and plans to achieve them. The offeror shall describe the offeror's practices to develop and utilize the full potential of the work force and to maintain an environment conducive to full participation in QCA or continuous process improvement and personal and organizational growth. The offeror shall summarize recent trends in employee participation in QCA or continuous process improvement activity, the types of QCA or continuous process improvement education and training provided in pertinent employee categories, and trends in recognizing employees for contributions to QCA or continuous process improvement. The offeror shall describe how all products/deliverables required by this Request for Proposal (RFP) are continuously improved through optimization and improvement of processes. The offeror shall include a description of how QCA or continuous process improvement focus flows down to subcontractor levels. The offeror shall provide information that shows trends in improvement of quality of products based on analysis of customer requirements, analysis of quality deficiency reports, and analysis of internal business operations. The offeror shall provide evidence of the use of quality results to overcome and prevent the recurrence of quality problems. The offeror shall demonstrate the application of QCA or continuous process improvement activities by summarizing several past or current projects that show their extent and effectiveness.

The offeror shall provide a disaster/back-up and recovery plan based on their technical approach(es) that includes all products/deliverables required by this RFP. This disaster/back-up and recovery plan should include a risk assessment and identify weaknesses or potential single points of failure.

L.21.6 Price Proposal

Because the Government anticipates adequate price competition, offerors are not required to submit detailed cost data with their proposals. If the Government determines that additional information data is needed to conduct effective or meaningful negotiations or to establish the reasonableness of proposed prices, offerors may be required to provide additional cost or price data.

L.21.6.1 Unit Price Tables

Offerors shall submit a response to the unit price tables on the spreadsheet provided (*To be provided with the final RFP*). If there is no price associated with an item, the offeror shall insert "N/C" (No Charge) in the unit price column for that item.

L.21.6.2 Solicitation

Offerors shall submit one fully executed copy of the solicitation including all amendments and completion of the representations and certifications found in Section K.

L.21.6.3 Small Business and Small Disadvantaged Business Subcontracting Plan (Applicable to Large Businesses Only)

Price proposals submitted by Large Business Concerns shall include a Subcontracting Plan in accordance with Federal Acquisition Regulations (FAR) 52.219-9. Minimal requirements for the Subcontracting Plan are provided at FAR Subparts 19.7 and 20.3.

The Contracting Officer must make an affirmative determination regarding the acceptability of the subcontracting plan as one of the elements in determining eligibility for award. Assistance is available for locating small and small disadvantaged business sources by contacting the Department of Commerce's Small Business Utilization Specialist at (202) 482-1472.

Subcontracting plans that fail to propose at least 20% of the total contract value for subcontracting with small or minority firms shall include adequate rationale supporting the lack of subcontracting opportunities. Subcontracting plans are subject to negotiation and/or rejection if goals are considered inadequate.

L.21.6.4 Subcontract Information

Offerors shall disclose the use of all proposed subcontracts with a cumulative value over \$100,000. For these subcontracts valued over \$100,000, the following information must be furnished:

- Firm Name
- Address
- Point of Contact
- Contact Telephone Number
- Value of Subcontract (base plus option periods)
- Role in the Contract
- Subcontract Type (i.e., fixed price, cost reimbursable)
- Place of Performance
- Documentation of how the proposed Subcontractor was selected

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 SINGLE AWARD

Multiple awards or awards by line item will not be made. Offers will be evaluated on the basis of total aggregate price for all items. Offerors are required to submit prices on each separately priced item listed in the unit price tables provided as an attachment to this solicitation.

M.3 UNBALANCED OFFERS

The Government reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall cost to the Government, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work. In particular, an offer may be considered materially unbalanced as to prices if more than ninety percent (90%) of the total price for data capture is proposed for the initial data capture CLIN 001.

M.4 EVALUATION PROCEDURES

In the conduct of its evaluation of Offeror proposals, the PTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include technical reports, commercial literature, and contact with present or past Government or commercial customers of the Offeror. The PTO may use past performance information obtained from sources other than those identified by the Offeror. Past performance information obtained will be used for both responsibility determination and the best value decision.

The Government intends to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are determined to be necessary, the PTO will use the process described in paragraphs M.5.1 and M.5.2 for proposals received in response to this RFP.

M.4.1 Determination of Competitive Range

If deemed necessary by the Contracting Officer, the competitive range shall be determined on the basis of technical, past performance, quality control, price and other salient factors. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated

proposals. The PTO may discontinue the evaluation of any proposal which is unacceptable because of the following:

- It does not represent a reasonable initial effort to address itself to the essential requirements of the RFP or clearly demonstrates that the offeror does not understand the RFP; or
- A substantial deficiency is inherent in the proposal and sufficient correction or improvement to consider the proposal acceptable would require virtually an entirely new proposal; or
- It contains major deficiencies or out-of-line costs which discussions with the Offeror could not reasonably be expected to cure.

It is particularly important that Offerors recognize that the initial evaluation of their proposals and initial determination of the competitive range will be made upon a review of the written proposals and Offeror-provided supporting electronic files only, plus an independent evaluation that may be made with regard to price proposals by audit representatives of the Government. Offerors are, therefore, cautioned to ensure that their proposals and supporting electronically-submitted materials properly reflect their ability to satisfy the requirements of this solicitation. Proposals which do not include the data necessary for a thorough evaluation may be determined to be unacceptable as a result of the initial evaluation. The Government is not obligated to request additional information from any offeror.

M.5 EVALUATION CRITERIA

Technical, past performance, and quality control factors will be scored. A risk assessment will be conducted for each factor. Price will not be a scored criteria but will be evaluated as described below in Price Evaluation.

Evaluation of each Offeror's proposal will be conducted as set forth below. The Government may use a variety of information sources including the Offeror's proposal, technical reports, magazine articles, and commercial literature, as well as contacts with present and past commercial and Government customers.

M.5.1 Technical Approach Criteria

The PTO will use the following criteria to evaluate Offeror technical approaches:

A. Planned Data Capture Operations

The PTO will evaluate the viability of the offeror's work plan and description of the flow of paper and electronic data from receipt of patent application to delivery of required products. The described phasing of all tasks will be evaluated for timeliness and reasonableness. The proposed document control and security plans will be evaluated for sufficiency.

B. Planned Resources

The PTO will evaluate the proposed labor, subcontracts, hardware, software (COTS vs. Development), facilities for effective and efficient use of resources, and the sufficiency and flexibility of the proposed resources to meet the contract requirements and accommodate fluctuating workloads. The offeror's proposed organizational structure will be evaluated to assess the offeror's understanding of the contract requirements.

C. Implementation Plan

The PTO will evaluate the viability of the offeror's proposed hiring, training, start-up/transition plan and schedule. The described phasing of all start-up tasks will be evaluated for timeliness and reasonableness.

M.5.2 Past Performance Criteria

The PTO will use the following criteria to evaluate Offeror past performance:

A. Relevance

The PTO will evaluate the breadth and depth of the offeror's past and present experience. In particular, PTO will evaluate the offeror's past experience to determine the extent to which the offeror has performed work of similar size and magnitude.

B. Customer Satisfaction

The PTO will evaluate customer satisfaction which includes examples of problem solving skills, business relations, timeliness, cost control (within budget).

M.5.3 Quality Control and Assurance System

The PTO will evaluate the offeror's Quality Control and Assurance (QCA) system, status of or plans for ISO 9000 certification, error detection/correction, and backup and recovery plans for continued improvement of products and optimization of quality.

M.5.4 Price Evaluation

To evaluate offers for award purposes, the PTO will apply Offeror's proposed fixed prices to the estimated quantities for all line items and all contract periods included in the solicitation. The PTO will determine the most advantageous proposal to the PTO in terms of total price over the total contract period. Evaluation will consider all prices including escalation, terms, and conditions. The burden of price credibility rests with the Offeror. No prompt payment discounts or limited time offers will be considered in price evaluation.

To evaluate offerors for award purposes, the Government will apply the offeror's proposed fixed-prices to the estimated quantities provided in the spreadsheet (*To be provided with the final RFP*). The evaluated quantities presented in the spreadsheet are not a representation by the Government that these quantities will be required or ordered.

The PTO will use the following criteria to evaluate the price proposals:

A. Reasonableness

If it is determined that an Offeror's prices are unexplainably high, the Offeror may be judged unrealistic. Prices which are unexplainably low and represent a probable loss position for the Offeror may be judged unrealistic and may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement or has made an improvident proposal. (Also, see Section M.3).

B. Completeness

The PTO will evaluate the responsiveness of each Offeror in providing prices for all RFP requirements and all line items in Section B.

M.6 RELATIVE IMPORTANCE OF EVALUATION FACTORS

The PTO has determined that the combination of technical, past performance, and quality control factors are significantly more important than price considerations. Of the merit (non-price) factors, Technical Approach has the greatest importance. Technical Approach is significantly more important than Past Performance which is slightly more important than Quality Control System. Under Technical Approach, Planned Data Capture Operations is significantly more important than Planned Resources which is equal in importance to Implementation Plan. Under Past Performance, Customer Satisfaction is significantly more important than Relevance.

M.7 BASIS OF CONTRACT AWARD

The basis for award of a contract as a result of this RFP will be an integrated assessment by the PTO based on evaluation factors described above. Award will not be automatically determined by numerical calculation or formula.

Award of the contract will be made to the responsive, responsible offeror whose proposal, including options, contains the combination of technical merit, past performance, quality control, and price factors offering the best overall value to the PTO. This will be determined by comparing differences in the value of technical, past performance, and quality control features with differences in cost to the PTO. The PTO Project Team is under no obligation to recommend award to the offeror whose proposal received the highest overall rating. The Project Team shall determine what tradeoff among technical merit, past performance, quality control, and price factors promises the greatest value to the PTO.

To be eligible for source selection and contract award, the offeror shall meet the following conditions:

- determined to be responsible according to the standards of FAR Subpart 9.1.
- complies with all applicable laws and regulations and agrees to terms and conditions set forth in the RFP.
- proposal is prepared according to instructions set forth in the RFP and demonstrates the offeror's capability to perform the scope of work required .
- meets the mandatory requirements set forth in Section C of the RFP.

The PTO will not award a contract at a significantly higher overall cost to achieve slightly superior features. However, the PTO reserves the right to award a contract at a higher overall cost for significantly superior features. In assessing superior features, the PTO will conduct a trade-off analysis giving consideration to the proposal which demonstrates the offerors capability of furnishing the PTO and its customers with continued and improved patent data capture services and high quality deliverables. The PTO will also give consideration to the proposal which provides a delivery schedule that is viable as well as ensures rapid turn-around of deliverable products.

The Government may reject any or all proposals if such action is in the Government's interest.

SECTION J (Continued)- ACTUAL ATTACHMENTS

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**ATTACHMENT 9—SAMPLE MEMORANDUM(S) FOR PTO NOTICE OF ACCEPTANCE/
REJECTION**

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ATTACHMENT 9—SAMPLE REINSPECTION MEMORANDUM



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY OF COMMERCE AND
COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

March 26, 1998

Mr. Joe Smith
ABC Corporation
123 Main Street
Hometown, USA

Dear Mr. Smith:

The sample inspection of the resubmitted CLIN 008 for the issue of Month Day, Year has been completed and the results are shown on the attached sheet. The error rates are within the acceptable range as set out in Article of Contract No.

Reinspection charges of \$000.00 will be deducted from the withheld amount for this issue.

Sincerely,

John Brown, COTR

DRAFT

ATTACHMENT 9—SAMPLE REJECTION MEMORANDUM



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY OF COMMERCE AND
COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

March 26, 1998

Mr. Joe Smith
ABC Corporation
123 Main Street
Hometown, USA

Dear Mr. Smith:

The sample inspection of the CLIN 008 for the issue of Month Day, Year has been completed and the results are shown on the attached sheet. The error rate for Claims was found to exceed the acceptable level set out in Contract No. .

The patent files for this issue will be returned to you for full correction of the rejected section.

Sincerely,

John Brown, COTR

DRAFT

ATTACHMENT 9—SAMPLE ACCEPTABLE INSPECTION MEMORANDUM



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY OF COMMERCE AND
COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

March 26, 1998

Mr. Joe Smith
ABC Corporation
123 Main Street
Hometown, USA

Dear Mr. Smith

The sample inspection of the CLIN 008 for the issue of Month Day, Year has been completed and the results are shown on the attached sheet. The sample error rate for all sections is within the acceptable range as set out in Article of Contract No.

Sincerely,

John Brown, COTR

DRAFT

ATTACHMENT 10--SAMPLE INVOICE FORMAT

Your Company Name

Your Company Slogan

Your Company Street Address

City, State ZIP

000.000.0000 Fax 000.000.0000

INVOICE

INVOICE NO:
INVOICE DATE:

ISSUE DATE:
PERIOD COVERED (WORK STARTED):

To:

Ship To: U.S. PATENT & TRADEMARK OFFICE

ATTN:

OFFICE OF FINANCE

BOX 17, ROOM 802B

WASHINGTON, DC 20231

CONTRACT NUMBER	DELIVERY ORDER NUMBER	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS

CONTRACT LINE ITEM NUMBER / DESCRIPTION	UNIT PRICE	UNIT MEASURE	QUANTITY	AMOUNT
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
			SUBTOTAL	\$ 0.00
			SALES TAX	
			SHIPPING & HANDLING	
			TOTAL DUE	\$ 0.00

Make all checks payable to: Your Company Name

If you have any questions concerning this invoice, call: Contact Name, Phone Number

DRAFT

ATTACHMENT 11-- DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST PROCEDURES - LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

I. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Name: James R. Lynch

Title: Comptroller and Deputy Chief Financial Officer

Address: U.S. Patent and Trademark Office

2011 Crystal Drive, PK1, Suite 805

Washington, DC 20231

Fax Number: (703) 305-8138

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

DRAFT

Contract Law Division

Office of the Assistant General Counsel for Finance and Litigation

Department of Commerce, Room H5882

14th Street and Constitution Avenue, N.W.

Washington, D.C. 20230

(FAX Number 202-482-5858)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

(i) the protester's name, address, telephone number, and fax number

(ii) the solicitation or contract number, name of contracting office and the contracting officer

(iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced

(iv) copies of relevant documents supporting protester's statement

(v) a request for ruling by the agency

(vi) Statement as to form of relief requested

(vii) all information establishing that the protester is an interested party for the purpose of filing a protest

(viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

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Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

(i) The supplies or services are urgently required, (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

(i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect.